

or otherwise that occur in connection with or in breach of this Contract or in the performance of the duties hereunder, whether performed by the Provider its sub-providers, agents, employees or assigns. This indemnification shall survive the termination or conclusion of this Contract.

(b) Provider expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the Consultant shall in no way limit the responsibility to indemnify, defend, save and hold harmless the County or its elected officials, officers, employees, agents, assigns, and instrumentalities as herein provided.

(c) The County has no obligation to provide legal counsel or defense to the Provider or its sub-providers in the event that a suit, claim or action of any character is brought by any person not party to this Contract against Provider as a result of or relating to obligations under this Contract.

(d) Except as expressly provided herein, the County has no obligation for the payment of any judgment or the settlement of any claims against the Provider as a result of or relating to obligations under this Contract.

(e) Provider shall immediately notify the County, c/o Shelby County Government, Contracts Administration, 160 N. Main Street, Suite 550, Memphis, TN 38103, of any claim or suit made or filed against the Provider or its sub-providers regarding any matter resulting from or relating to Consultant's obligations under this Contract and will cooperate, assist and consult with the County in the defense or investigation thereof.

2. Insurance Requirements. Provider will provide evidence of the following insurance coverage:

PROFESSIONAL SERVICES/CONSULTANT PROJECTS LESS THAN \$1,000,000

Minimum Limits of Insurance

Consultant/provider shall maintain coverage with limits of no less than:

- 1) *Commercial General Liability Insurance* \$1,000,000 limit per occurrence bodily injury and property damage/\$1,000,000 personal and advertising injury/\$2,000,000 General Aggregate/\$2,000,000 Products-Completed Operations Aggregate. The consultant/provider should indicate in its bid whether the coverage is provided on a claims-made or preferably on an occurrence basis. The insurance shall include coverage for the following:
 - a) Premises/Operations
 - b) Explosion, Collapse, & Underground property coverage
 - c) Products/Completed Operations
 - d) Contractual
 - e) Independent Contractors
 - f) Broad Form Property Coverage
 - g) Personal Injury

- 2) *Business Automobile Liability Insurance* - \$1,000,000 each accident for property damage and personal injury. Coverage is to be provided on all:
 - a) Owned/Leased Autos
 - b) Non-owned Autos
 - c) Hired Autos
- 3) *Workers Compensation and Employers' Liability Insurance* - Workers Compensation statutory limits as required by Tennessee. This policy should include Employers' Liability Coverage for \$1,000,000 per accident.
- 4) *Professional Liability Insurance* - \$1,000,000 per claim/\$3,000,000 annual aggregate. Indicate if coverage is on occurrence basis or claims-made.

Shelby County shall be named as additional insured. All policies will provide for 30 days written notice to Shelby County of cancellation or material change in coverage provided.

B. Right to Monitor and Audit

Access To Records. During all phases of the work and services to be provided hereunder the Provider agrees to permit duly authorized agents and employees of the County, to enter Provider's offices for the purpose of inspections, reviews and audits during normal working hours. Reviews may also be accomplished at meetings that are arranged at mutually agreeable times and places. The Provider will maintain all books, documents, papers, accounting records, and other evidence pertaining to the fee paid under this Contract and make such materials available at their offices at all reasonable times during the period of this Contract and for three (3) years from the date of payment under this Contract for inspection by the County or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof; copies of said records to be furnished if requested.

XI. PROPOSAL SUBMISSION

A. GENERAL

1. All interested and qualified Proposers are invited to submit a proposal for consideration. Submission of a proposal indicates that the Proposer has read and understands this entire RFP, including all attachments, exhibits, schedules, and addenda (as applicable) and all concerns regarding this RFP have been satisfied.
2. Proposals must be submitted in the format described below. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc. are neither necessary nor desired. Emphasis

should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.

3. Proposals must be complete in all respects as required in this section. A proposal may not be considered if it is conditional or incomplete.
4. **Hard copy proposals must be received by no later than 3:00 pm (CST) on August 20, 2007, at Shelby County Government Purchasing Department, 160 N. Main St., Suite 550, Memphis, TN 38103.**
5. Proposer agrees to provide County with any additional information it deems necessary to accurately determine ability to perform the services proposed. Furthermore, submission of this proposal constitutes permission by this organization for the County to verify all information contained in the proposal. Failure to comply with any request for additional information may disqualify this organization from further consideration. Such additional information may include evidence of financial ability to perform.

B. PROPOSAL PRESENTATION

1. One (1) original copy (clearly identified as original) and six (6) copies of the proposal are required.
2. The package containing the original must be sealed and marked with the Proposer's name and **"DIGITAL ORTHOGRAPHIC PROJECTION SERVICES" RFP #08-008-11** with due date and time indicated.
3. Proposals must be in ink. Erasures and "white-out" are not permitted. Mistakes may be crossed out, corrections typed adjacent and initialed in ink by the person signing the proposal. Please identify all attachments, literature and samples, etc., with your firm name and our bid number.
4. Proposals must be verified before submission as they cannot be withdrawn or corrected after being opened. The County will not be responsible for errors or omissions on the part of bidders in making up their proposals. A responsible officer or employee must sign proposals. Tennessee sales tax shall not be included in the Consultant's proposal.

C. PROPOSAL FORMAT

Response to this RFP must be in the form of a proposal package that must be submitted in the following format. **Please download the attachment to this document.** The Proposal Response Sheet and Utilization Report (*required documents*) should be the first two pages of your written response.

1. Cover Page – Submit on letterhead stationary, signed by a duly authorized officer, employee, or agent of the organization/firm

2. Utilization Report (Separate Attachment Form)

3. Respondent's Business Experience - submit sufficient information to substantiate respondent's experience in performing aerial imagery acquisition and conversion to digital orthoimage form similar, in scope, to the Shelby County Register's project as presented in this document. Company brochures may suffice if they contain critical information such as number of years in business, staff qualifications, and type of equipment used for aerial image acquisition and digital orthoimagery creation. Respondents are encouraged to provide additional information, in letterform, for consideration in establishing respondent's business experience and management philosophy/approach related to this project.

4. Technical Approach - Describe the firm's technical approach for this project as well as methodologies used in similar projects. Completely describe your technical approach including type of equipment and methodology used for this project. Provide samples of aerial photography previously prepared by your firm at the scales & resolutions proposed for this project or that is deemed comparable to this project.

5. Qualifications & Staffing - Include the firm's qualifications & experience, or other information that shows how the firm is qualified for this project. Previous experience on similar projects must also be included. Brief resumes of the project team shall be included, in addition to a statement specifying the number of years of experience in their specialty or discipline, number of years of employment with the firm, and the number of comparable completed projects with which the employees have worked. Substitutions of other less qualified personnel may not be made at a later date without written prior approval of the Shelby County Register.

6. Reference information

Reference: information should contain at least the following information:

- Agency/Organization Name & Address
- Contact Person/Phone Number
- Project Title/Project Location
- Project Duration (Start Date - Finish Date)
- Population & size (in square miles) of the Project area
- Brief Description of work performed to include area covered, mapping scale, standards used, and digital orthoimagery products.

7. Schedule of Events - Describe in detail the activities to be undertaken to complete each project task within specified time frames. This schedule will become a part of the contract. During the course of the project, regularly scheduled (weekly) progress reports are required.
8. Cost Worksheet - Provide a complete cost quotation describing the cost for different phases of the project and the total overall cost of the project.

Optional Item

Black and white digital orthophotos instead of color (the cost of this option should reflect the net cost difference between color and B/W. The Respondent shall include all details of different procedures from color process—i.e. the intended film type, change in timing, alternate processing equipment, etc).

9. Additional Information

- a. A description of any other resources available to the Proposer that will be useful in providing the Services;
- b. A description of the methods used by the Proposer to measure the satisfaction of its client.
- c. Any other relevant information about the capabilities of the Proposer deemed to be material.

XII.

PROPOSAL EVALUATION AND SELECTION

A. EVALUATION PROCESS

1. Initial Review – All proposals will be initially evaluated to determine if they meet the following minimum requirements:
 - a. The proposal must be complete, in the required format, and be in compliance with all the requirements of the RFP.
 - b. Proposers must meet the Minimum Proposer Requirements outlined in Section II of this RFP.

2. Technical Review- Proposals meeting the above requirements will be evaluated on the basis of the following criteria:

- a. Ability to provide the Services in a timely manner and provide all such services needed.
- b. Fees (including any additional charges or fees);
- c. Experience; and
- d. Interview (if needed).
- e. Selection will be based on determination of which proposal best meets the needs of the County and the requirements of this RFP.

3. Oral Presentation. *(optional)*

The Shelby County Government reserves the right to interview, or require an oral presentation from, any Respondent for clarification of information set forth in the Proposer's response. In this regard, at the discretion of the evaluation committee, some or all Proposers who submit an Proposal in response to this RFP may be asked submit to an interview or give an oral presentation of their respective Proposals to the evaluation committee. If so, this is not to be a presentation restating the Proposal, but rather an in-depth analysis of certain qualifications of the Proposer. The interview or oral presentation, if utilized, is intended to provide an opportunity for the Proposer to clarify or elaborate on its qualifications without restating the Proposal. The interview or oral presentation is to be a fact finding and explanation session only and is not to be used to negotiate any terms of contract. If required, the time and location of such interview or oral presentation will be scheduled by the Administrator of Purchasing. Interviews and oral presentations are strictly an option of the Shelby County Government or its evaluation committee and, consequently, may or may not be conducted. All travel expenses to and from the interview or oral presentation shall be the responsibility of the Proposer.

Selection will be based on determination of which proposal best meets the needs of the County and the requirements of this RFP.

Shelby County Government reserves the right to consider the vendor's EOC rating in all evaluations.

B. CONTRACT AWARD

Contract(s) will be awarded based on a competitive selection of proposals received. The contents of the proposal of the successful Proposer will become contractual obligations and failure to accept these obligations in a contractual agreement may result in cancellation of the award. The County reserves the right to negotiate any portions of the successful Proposer's fees and scope of work or utilize their own resources for such work.



ATTACHMENT

Proposal Response Sheet

Digital Orthographic Projection Services, RFP # 08-008-11

Name of firm: _____

Firm's Website: _____

Mailing Address: _____

Remit Address: _____

Phone: _____

Phone: _____

Fax: _____

Fax: _____

Payment Terms: _____

Authorized Representative: _____ Print: _____

Signature (Person authorized to negotiate with the County on behalf of the organization/firm.)

Email address: _____

Authorized Representative: _____ Print: _____

Signature (Person authorized to negotiate with the County on behalf of the organization/firm.)

Email address: _____

The signature (s) above indicates that certifies that:

- (i) the Proposer's signatory is an agent authorized to submit proposals on behalf of the organization/firm;
- (ii) all declarations in the proposal and attachments are true to the best of reasonable knowledge;
- (iii) all aspects of the proposal, including cost, have been determined independently, without consultation with any other prospective Proposer or competitor for the purpose of restricting competition;
- (iv) the offer made in the proposal is firm and binding for 90 days after receipt of the proposal by the County; and
- (v) all aspects of this RFP and the proposal submitted are binding for the duration if this proposal is selected and a contract awarded.

EOC #: _____ (If you do not have a valid EOC #, please contact the EOC Office at 901-545-4336)

_____ Check here if you qualify as a MBE _____, HBE _____ or WBE _____

(Minority, Hispanics or Woman owned Business Enterprise) If so, please indicate the classification below:

☐ African American ☐ Hispanic American ☐ Asian American ☐ Native American ☐ Other _____

_____ Check here if you qualify as an LOSB (Locally owned Small Business)

The previous page MUST be printed on your company letterhead or stationary.

Definitions for the information listed on the previous page

Locally Owned Small Business:

For this purpose, a Locally Owned Small Business is defined as a sole proprietorship, corporation, partnership, joint venture or any other business or professional entity located within Shelby County, Tennessee and at least 51% owned, operated and managed by a Shelby County resident with gross annual sales of \$3 Million dollars or less. The business must be confined within the boundaries of Shelby County, Tennessee.

Minority/Hispanic/Woman owned Business Enterprise:

Minority – a Black American having his or her origin in the black racial groups of Africa.

Hispanic – A person of Mexican, Puerto Rican, Cuban, Central or South America or other Spanish culture.

For this purpose, is defined as a sole proprietorship, corporation, partnership, joint venture or any other business or professional entity located within Shelby County, Tennessee and at least 51% owned, operated and managed by a Shelby County resident with gross annual sales of \$3 Million dollars or less. The business must be confined within the boundaries of Shelby County, Tennessee.

Response Checklist:

Please make sure that basic information listed below is provided in your RFP before you submit your response.

- ☐ Cover Sheet/Proposal Response Sheet (Required)
- ☐ Utilization Report (Required)
- ☐ Comprehensive Response to Minimum Requirements & Required Services
- ☐ Cost & Fees
- ☐ Experience of Respondent
- ☐ References
- ☐ Additional Information (optional)

(This checklist does not absolve the Respondent of any other required documentation indicated in the document not listed above. Please use the information highlighted above as a reference only)

RFP UTILIZATION REPORT

	MALE					FEMALE					
	Subtotals	White	African American	Hispanic	Asian Pacific Islander	Other	White	African American	Hispanic	Asian Pacific Islander	Other
Officials and Managers											
Professionals											
Technicians											
Sales Workers											
Office and Clerical											
Crafts workers (Skilled)											
Operative (Semi-Skilled)											
Laborers (Unskilled)											
Service Workers											
Totals											

How was the above information as to race or ethnicity established?
☐ A) Visual Survey ☐ B) Employee Records

Please list the date for employment information reported: _____, ☐ Other Please Specify: _____

The Concept of race used by the Equal Employment Opportunity Commission does not denote clear-cut scientific definitions of anthropologic origins. For the purpose of this report an employee may be included in the group to which he or she appears to belong, identities with, or is regarded in the community as belonging. However, no person should be counted in more than one race/ethnic category

NOTE: 1 The Category "HISPANIC" while not a race identification is included as separates race/ethnic category because of the employment discrimination often encountered in this group; for this reason do not include HISPANIC under either "white" or "black".

For the purpose of this report the following race/ethnic categories will be used:

a) The Category "White" (not of Hispanic origins): All persons having origins in any of the original peoples of Europe North Africa or Middle East.

b) The Category "African American persons having origins in any of the original peoples of Africa

c) The Category "Hispanic" All persons of Mexican, Puerto Rican, Cuban, Central or South American. For other Spanish culture regardless of race

d) The Category "Asian or Pacific Islander". All

persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Sub-Continent, or the Pacific Islands. This area includes for example, China, Japan, Korea, the Philippine Islands, and Samoa

e) The Category "American Indian or Alaskan Native". All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation community recognition

Source: Bureau of the Census